

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Case 10-CA-133755

**NATIONAL ASSOCIATION OF LETTER
CARRIERS BRANCH 4862**

and

Case 10-CA-141564

**AMERICAN POSTAL WORKERS UNION,
LOCAL 32**

DECISION AND ORDER

Statement of the Cases

On February 9, 2015, the United States Postal Service (the Respondent), National Association of Letter Carriers Branch 4862 (NALC Branch 4862), American Postal Workers Union, Local 32 (APWU Local 32), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent is and has been, at all times material herein, an independent establishment of the Executive Branch of the Government of the United States and operates various facilities throughout the United States in the performance of its basic function to provide postal services to the Nation, including the Main Postal facilities, the Carrier Annex (Roswell Annex), and postal stores located in Roswell, Georgia (collectively the Roswell facilities).

The Respondent is now and has been at all material times an entity subject to the Board's jurisdiction by virtue of the Postal Reorganization Act, 39 U.S.C. Section 1209.

2. The labor organizations involved

At all material times, NALC Branch 4862, APWU Local 32, National Association of Letter Carriers, AFL-CIO, and American Postal Workers Union, AFL-CIO have been labor organizations within the meaning of Section 2(5) of the National Labor Relations Act, as amended.

3. The appropriate units

(a) The following employees of the Respondent, herein called the NALC Unit, constitute a nationwide unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: City letter carriers.

EXCLUDED: All managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, or postal clerks.

Since at least 1971 and at all material times, the National Association of Letter Carriers, AFL-CIO¹ has been the exclusive collective-bargaining representative of the NALC Unit and during that time the National Association of Letter Carriers, AFL-CIO and its affiliated Branches on its behalf have been recognized as such representative by the Respondent. This recognition has been embodied in successive collective-

¹ The Formal Settlement Stipulation, which this Decision and Order follows, refers to the National Association of Letter Carriers, AFL-CIO and the American Postal Workers Union, AFL-CIO, rather than to the NALC International Union and the APWU International Union, as referred to in the complaint.

bargaining agreements, the most recent of which is effective by its terms from January 10, 2013, to May 20, 2016.

At all times since 1971, by virtue of Section 9(a) of the Act, the National Association of Letter Carriers, AFL-CIO has been the exclusive collective-bargaining representative of the NALC Unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

At all material times, NALC Branch 4862 has been an agent of the National Association of Letter Carriers, AFL-CIO for various purposes, including administering the collective-bargaining agreement, with respect to employees in the NALC Unit.

(b) The following employees of the Respondent, herein called the APWU Unit, constitute a nationwide unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees.

EXCLUDED: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

Since on or before November 21, 2010, and at all material times, the American Postal Workers Union, AFL-CIO has been the exclusive collective-bargaining representative of the nationwide APWU Unit and during that time the American Postal Workers Union, AFL-CIO, and its affiliated Locals on its behalf, have been recognized as such representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 23, 2011, through May 20, 2015.

At all material times since on or before November 21, 2010, by virtue of Section 9(a) of the Act, the American Postal Workers Union, AFL-CIO has been and is the exclusive collective-bargaining representative of the employees in the APWU Unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

At all material times, APWU Local 32 has been an agent of the American Postal Workers Union, AFL-CIO for various purposes, including administering the collective-bargaining agreement, with respect to employees in the APWU Unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Roswell, Georgia, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively and in good faith with the National Association of Letter Carriers Branch 4862 (NALC Branch 4862) and the American Postal Workers Union, Local 32 (APWU Local 32) (collectively, the Unions), by unduly delaying in furnishing information to the Unions that is relevant and necessary to the performance of their duties as agents of the National Association of Letter Carriers, AFL-CIO and American Postal Workers Union, AFL-CIO, respectively, the exclusive bargaining representative of bargaining unit employees in the following nationwide units at its Roswell, Georgia facilities:

NALC:

INCLUDED: City letter carriers.

EXCLUDED: All managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, or postal clerks.

APWU:

INCLUDED: All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees.

EXCLUDED: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

(b) In any other manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Upon request, provide the Unions with necessary and relevant information in a timely and appropriate manner.

(b) Each information request tendered by the Unions, orally or in writing, shall be recorded in a log at the Respondent's Roswell, Georgia facilities. The log shall include the following information: a brief description of the information requested; the name of the individual who is making the request; the name of the supervisor who received the request; the date the request was made; and the date that the Respondent's manager or supervisor provided the Unions with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time, the manager or supervisor will inform the Unions in writing, requesting additional time and explaining the need for the additional time.

(c) Each manager and supervisor who is designated to receive union requests for information at the Respondent's Roswell, Georgia facilities will receive annual training which encompasses how to maintain the log and how to tender the relevant information requested by the Unions; each such supervisor and manager will sign an acknowledgement form attesting to the fact that he or she has completed the training. A copy of this acknowledgement form shall be maintained in the supervisor's or manager's training and history files. Union stewards will be granted access to the log, upon request. Supervisors or managers who fail to reasonably supply relevant information to the Unions will have this fact mentioned in the "corrective action" column of the semiannual audit report provided to the district manager and district manager of human resources. A repeated violation could lead to discipline of said supervisor or manager.

(d) Union stewards must be notified when the manager or supervisor who is designated to receive union requests for information at the Respondent's Roswell, Georgia facilities has changed.

(e) The Respondent's legal department or its labor relations department shall conduct semiannual audits of the logs at the Respondent's Roswell, Georgia facilities to ensure that the information requested by the Unions is being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal department or the labor relations department shall tender, in writing, a written report that will be forwarded to the district manager and district manager of human resources.

(f) Within 14 days of service by the Region, post at its Roswell, Georgia facilities copies of the attached notice marked "Appendix A."² Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Copies shall also be sent to the Respondent's supervisors at its Roswell, Georgia facilities. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 19, 2014.

(g) Within 21 days after service by the Region, file with the Regional Director for Region 10 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply. The Regional Director shall be supplied a copy of the documents signed by the district manager of labor relations, attesting to the dates when the notices were received at each facility, and the dates when the notices were posted.

Dated, Washington, D.C., May 28, 2015.

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

² If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT unduly delay furnishing information requested by the National Association of Letter Carriers Branch 4862 or the American Postal Workers Union, Local 32 (collectively, the Unions) that is necessary for and relevant to the Unions' performance of their duties as the exclusive collective-bargaining representative of the following appropriate bargaining units at our Roswell, Georgia facilities, respectively:

NALC:

INCLUDED: City letter carriers.

EXCLUDED: All managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers, maintenance employees, special delivery messengers, motor vehicle employees, or postal clerks.

and

APWU:

INCLUDED: All maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, operating services and facilities services employees.

EXCLUDED: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2),

Postal Inspection Service employees, employees in the supplemental work force as defined in Article 7, rural letter carriers, mail handlers or letter carriers.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, upon request, provide the Unions with necessary and relevant information in a timely and appropriate manner.

WE WILL record each information request tendered by the Unions, orally or in writing, in a log at our Roswell, Georgia facilities. If our manager or supervisor, having reviewed the documents requested, believes that we will need additional time, the manager or supervisor will inform the requesting Union in writing, requesting additional time and explaining the need for the additional time.

WE WILL conduct annual training with each manager or supervisor designated to receive union requests for information at our Roswell, Georgia facilities on how to maintain the logs and how to tender the relevant requested information.

WE WILL notify union stewards when the manager or supervisor who is designated to receive union requests for information at our Roswell, Georgia facilities has changed.

WE WILL conduct, through our legal department or labor relations department, semiannual audits of the logs at our Roswell, Georgia facilities to ensure that the information requested by the Unions is being handled in a timely and appropriate manner, and to ensure that the logs are being properly maintained. Following the audit, our legal department or labor relations department shall tender, in writing, a written report that will be forwarded to the district manager and district manager of human resources.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/10-CA-133755 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

